



PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement (the "**Contract**") is entered into on the 1st day of September, 2019, between Blue Granite Water Company, Inc. ("**Client**"), whose address is 130 South Main Street, Suite 800, Greenville, SC 29601 and ClearWater Solutions, LLC, ("**Service Provider**") whose corporate address is 2178 Moores Mill Road, Auburn, Alabama 36830 and together referred to as ("**the Parties.**")

RECITALS

WHEREAS, the Client and the Service Provider wish to enter into an agreement whereby the Service Provider will provide the labor to manage, operate and maintain the Midlands Region Water and Wastewater Treatment Facilities located in the Client's Midlands Regions as described in Appendix B and the Client will compensate Service Provider for such services;

Service Provider shall commence operation, maintenance, and management responsibilities effective on the **Contract Commencement Date**.

NOW, THEREFORE, in consideration of the premises and the agreements contained hereinafter, the parties agree as follows:

ARTICLE I – SERVICE PROVIDER OBLIGATIONS

General Obligations - The Service Provider agrees to:

Provide services to Client, pursuant to the terms of this Agreement.

1. Manage, operate, maintain and assume all responsibilities, obligations, and commitments associated with this Contract.
2. Shall always act in the interest of Client and perform the Services in a competent, workmanlike and professional manner, in accordance with the standards of care.
3. Operate and manage the water and wastewater treatment facilities on a 24-hour per day, 7 day per week basis, or as required by DHEC permit. Shall staff and respond to after hour emergency calls.
4. Electrical repairs to system components will be the responsibility of the Service Provider.
5. Maintain the Mission Communication SCADA system, pay subscription cost.
6. Provide ongoing training and education for appropriate personnel in all necessary areas of modern water and wastewater process control, operations, maintenance, safety, and supervisory skills with the service provider paying for such training and education.
7. Maintain an employee safety program and an OSHA compliance program in compliance with applicable laws, rules and regulations and make recommendations to Client regarding the need, if any, for Client to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to Service Provider's operations hereunder and federal regulations promulgated pursuant to the Americans With Disability Act ("**ADA**").



Nothing herein shall be construed to place upon Service Provider a duty to find and report violations of either the safety laws or the ADA at the facilities other than reporting the violations to the Client.

8. In an emergency affecting the safety of persons or property, Service Provider may act without written amendment or change order, at Service Provider's discretion, to attempt to prevent threatened damage, injury or loss.
9. Prepare operating reports, test results, accountings and all other reports as required by federal and/or state law or regulations (including, but not limited to, those which are required by the DHEC), and shall submit them to Client for signature and transmittal to appropriate authorities as so requested.
10. Provide labor for all lab services, including laboratory testing and sampling presently required by system performance portions of the NPDES permit, and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees.
11. Offer employment to existing Client employees that have been identified and who worked for the Client in the departments referenced at the time of the execution of this agreement. Service Provider will provide the Client employees with similar pay and employment benefits previously provided by the Client.
12. Current Client employees who become employed by Service Provider shall be allowed to carry over and retain their current accrued Vacation and Sick leave time that they have accrued as if still employed by the Client.

Article II - SERVICE PROVIDER'S SCOPE OF SERVICES

This Article shall apply to Service Provider's services for the Clients Midlands Region Water and Wastewater facilities, as described in Appendix B, operations and maintenance as specified in the agreement.

1. Within the design capacity and capabilities of the water and wastewater facilities, Service Provider shall provide the labor to manage, operate and maintain the systems so that water and wastewater treated from the facilities meets the requirements of all federal, state, EPA, DHEC and Clients rules and regulations and any/all associated ordinances.
2. Service Provider shall provide and/or pay for the following:
 - a. Salary and benefits for employees.
 - b. Liability insurance, umbrella insurance, workers compensation insurance
 - c. Offer employees 401(k) retirement incentive plan
 - d. Provide annual employee bonus and safety incentive programs
 - e. Provide certified operators for water and wastewater facilities and as required by DHEC. Provide a roster of employees with facility they are assigned to and a copy of each water and/or wastewater certification.
 - f. Safety PPE, equipment and training of employees
 - g. Traffic signs for traffic control during repairs/maintenance
 - h. Certification training and CEH opportunities for employees



- i. Perform routine maintenance and repairs under normal working conditions at each facility
 - j. Professional fees, dues, and subscriptions for ClearWater employees
 - k. Safety supplies (i.e., boots, gloves, safety glasses etc.) for ClearWater employee(s)
 - l. Prepare and submit monthly reports to the client and/or DHEC
 - m. Monthly reporting to Client including work performed, outstanding work, and the schedule of upcoming work
 - n. Monthly report shall include copies of invoices associated with the Repair & Maintenance (R & M) expenditures and a balance of said account
 - o. Shall be the Certified Operator of record
 - p. Lift Station maintenance
 - q. Sewer Rodding/cleaning and video inspection
 - r. Flow monitoring of critical areas of the collection system(s)
 - s. Fire Hydrant Flushing
 - t. Grounds Keeping at WWTP, Wells and Lift Stations
 - u. Water and Wastewater Permitting
 - v. Inventory and Purchasing
 - w. Provide wastewater testing, monitoring and reporting as required by state, federal, and industry standards.
 - x. Cell phones for employees
 - y. Service Provider shall purchase Client trucks for [REDACTED], see Appendix D, Vehicle list
 - z. Purchase of additional vehicles when necessary and provide tags, licenses, maintenance and fuel cost for all vehicles
 - aa. Lab services and compliance testing supplies and expenses
 - bb. The collection and hauling of solid waste, screenings, grit, sludge and scum ("Waste") to Client's approved disposal sites. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of the Client.
 - cc. Office supplies; computers, software and related equipment
 - dd. On- call service and provide a schedule of employees for after hours calls.
 - ee. Maintain inventory for critical parts and equipment
 - ff. Make necessary purchases required to maintain systems; parts, materials, chemicals and related items
 - gg. Tools, machinery, and safety equipment required to perform corrective maintenance activities, either rental or purchase.
 - hh. All chemicals required for treatment of wastewater
3. Service Provider shall keep full and detailed records respecting performance of the maintenance of all Client assets and shall maintain for two years after completion or termination of the contract. Contractor shall permit Client to inspect and/or audit records at all reasonable times.

Article III – CLIENT'S DUTIES



1. The Client shall fund all necessary Capital Expenditures. Priority shall be given to safety and the ADA related expenses. Any loss, damage, or injury resulting from Client's failure to provide capital improvements and/or funds in excess of the Maintenance and Repair Limit, when reasonably requested by Service Provider, shall be the sole responsibility of Client.
2. The Client shall keep in force all Project warranties, guarantees, easements and licenses that have been granted to Client and which are necessary and appropriate in the operation of the Client's facilities and which are not transferred to Service Provider under this Agreement.
3. The Client shall pay all sales, excise, *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the Project, if any, other than taxes imposed upon Service Provider's net income and/or payroll taxes for Service Provider employees.
4. In the event Service Provider is required to pay any sales tax or use taxes on the value of the services provided by Service Provider hereunder or the services provided by any subcontractor of Service Provider, such payments shall be reimbursed by the Client, unless the Client furnishes a valid and properly executed exemption certificate relieving the Client and Service Provider of the obligation for such taxes. In the event the Client furnishes an exemption certificate which is invalid or not applicable to services by Service Provider, the Client shall indemnify Service Provider for any taxes, interest, penalties, and increment costs, expenses or fees which it may incur as a result of Service Provider's reliance on such certificate.
5. Responsible for all debt service payments.
6. Engineering and other professional services outside Service Provider Scope
7. All power cost associated with the facilities
8. Water and Sewer rate structure and fees
9. Negotiation with Public Service Commission on rate structure
10. Continue ownership of all assets associated with project

Article IV - COMPENSATION

1. Service Provider's compensation under this Agreement for year one (1) of this contract shall consist of a Fee of [REDACTED] or [REDACTED] per month.
2. The Service Provider shall purchase Client vehicles identified in Appendix D. Service Provider shall pay the Client [REDACTED] for said vehicles when commencing operations. All vehicles cost, tags, license, insurance, maintenance shall be paid for by the Service Provider.
3. Included in the fee is a [REDACTED] Repair and Maintenance (R&M) limit. If actual R & M expenditures are less than the annual Maintenance and Repair Limit for any Agreement year, Service Provider shall rebate the entire difference to Client. If actual Maintenance and Repair expenditures exceed the Maintenance and Repair Limit, Client shall pay the excess to Service Provider. Service Provider shall notify Client when actual Maintenance and Repair expenditures equal eighty percent (80%) of Maintenance and Repair Limit and provided detailed invoices for all cost associated with Maintenance and Repairs.
4. Client shall provide an increase to the annual fee on the anniversary date of each year. This fee shall be negotiated before the anniversary date. If at any time the Service Provider and



the Client should not agree on an increase/decrease to the annual fee, then the basis for increase/decrease shall be the current CPI All Urban Users, and Southern Client.

Article V - PAYMENT OF COMPENSATION

Client shall be obligated to make the following payments:

1. One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable by the 15th of the month that services are provided.
2. All other compensation to Service Provider is due upon receipt of Service Provider's invoice and payable within thirty (30) days.
3. Client shall pay interest at an annual rate equal to the prime rate, said rate of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.

Article VI - SCOPE CHANGES

Service Provider will request a rate adjustment on the annual fee, which the Client shall entertain in good faith, based on the following:

- a. If, at any time, the cost to operate the system due to new permits, rules, regulations or requirements relating to the operation of the system and requires additional employees.
- b. The Service Provider will negotiate with the Client an increase or decrease in the annual price in the event any legal or regulatory requirement changes occur in the project operation, reporting requirements, monitoring requirements, level of treatment required, personnel qualifications or staffing required by a governmental agency having jurisdiction over such changes.
- c. If both parties mutually agree, the scope of services shall be modified to include additional scope of service outside this binding agreement, once approved by the governing body of the Client, this agreement shall be modified to included agreed upon changes.
- d. Any agreed upon Out of Scope work will be marked up at a rate of ten percent (10%) for labor and consumables used to perform the work by service provider

Article VII - TERM, TERMINATION AND DEFAULT

1. This Professional Service Agreement shall take effect on the 1st day of September, 2019 and remain in effect for five (5) years and shall have two-one-year renewals. If the Client does not provide the Service Provider written notice more than 120 days of the end date of the agreement, the term will automatically renew for the additional one (1) year.
2. Notwithstanding the term of this Professional Service Agreement, the Client or Service Provider may terminate the Agreement for convenience at any time during the Agreement



by giving the Client or Service Provider 120 days prior written notice of such termination; provided, however, if the Client contemplates termination due to any deficiencies of Service Provider, Client shall provide the Service Provider written notice of such deficiencies and shall allow the Service Provider thirty (30) days to correct them before giving a notice of termination to Service Provider.

3. Upon notice of termination by Client, Service Provider shall assist Client in assuming operation of the Project. If Service Provider incurs additional cost at request of Client, Client shall pay Service Provider such verified costs within 45 days of invoice receipt.
4. Upon termination of this Agreement and all renewals and extensions of it, Service Provider shall return the Facilities to Client in the same condition as it was upon the effective date of this Agreement, ordinary wear and tear expected and accepted by Client. Equipment or rolling stock belonging to the Service Provider will remain the property of the Service Provider upon termination of this Agreement.

Article VIII - DISPUTES AND FORCE MAJEURE

1. In the event activities by employee groups or unions unrelated to Service Provider cause a disruption in Service Provider's ability to perform at the Project, Client, with Service Provider's assistance or Service Provider at its own option, may seek appropriate injunctive court orders. During any such disruption, Service Provider shall operate the facilities on a best-efforts basis until any such disruptions cease.
2. Neither party shall be liable for its failure to perform its obligations under this Agreement, if such failure is due to any unforeseen circumstances beyond its reasonable control or force majeure.
3. If a claim or dispute arises between the parties under this Agreement or the performances of any obligations set forth herein, the parties agree first to endeavor in good faith to resolve such claim or dispute equitably through negotiation or informal mediation.
4. Neither party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstance beyond its reasonable control. The party invoking this clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence and shall take reasonable measures to mitigate any impact of an Unforeseen Circumstance.
5. In the case of Unforeseen Circumstances, Client agrees to pay any costs (including without limitation all overtime charges and additional equipment charges) incurred by Service Provider in connection with the Unforeseen Circumstance.

Article IX - INDEMNITY, LIABILITY AND INSURANCE

1. Service Provider agrees to protect, defend and hold the Client and its officers, employees and agents harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions,



proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of any failure of Service Provider to perform its obligations pursuant to this Agreement.

- 2. Service Provider shall not be liable for any existing or future legal or regulatory liabilities due to neglect in operations and design of facility prior to assuming operations.
3. Service Provider shall be held harmless for prior consent orders or decrees issued by DHEC, state and federal agencies.
4. Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix A. Except as provided in subparagraphs 1 and 2 above, each party assumes the risk of loss or damage to its respective property and employees and shall maintain broad form property, workers compensation, and general liability insurance in order to protect both parties to this agreement against any such loss. Each party shall provide the other party with satisfactory proof of insurance.
5. Service Provider and Client shall be responsible for and maintain employee insurance for its employees, including workers compensation insurance and general liability coverage for their respective employees. Neither party shall be liable to the other in an action or claim for the negligence of an employee of the other.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have executed this Agreement on the dates appearing adjacent to their respective signatures.

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental actions necessary to bind the parties to the terms of this Agreement have been and will be taken.

Blue Granite Water Company

ClearWater Solutions, LLC

By: Catherine Heigel

By: Rick Acliff

Name: Catherine Heigel

Name: Rick Acliff

Title: President

Title: President

Date: August 30, 2019

Date: 8/30/19

ATTEST:

ATTEST:

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Two horizontal lines for attestation signature.



APPENDIX A Insurance Coverage

Service Provider Shall Maintain:

Workers' Compensation

- Statutory workers' compensation for all of Service Provider's employees at the project as required by the State of South Carolina.
- Employer's Liability Per occurrence \$1,000,000 Per person \$1,000,000

Commercial General Liability Insurance

- Each Occurrence \$1,000,000
- Property Damage \$100,000
- Personnel Injury \$1,000,000
- Products – Operations \$1,000,000
- Excess Liability - Umbrella Liability General Aggregate \$3,000,000 Each Occurrence \$3,000,000

Automobile Liability:

- Bodily Injury: Each Person \$1,000,000 Each Accident \$1,000,000
- Property Damage Each Accident \$1,000,000
- Combined Single Limit (Bodily Injury and Property Damage): Each Accident \$1,000,000

Pollution/ Environmental Liability:

- Each Occurrence \$1,000,000 General Aggregate \$2,000,000

Leased/Rented Equipment:

- Each Occurrence \$300,000

Contractual Endorsement:

- Bodily Injury and Property Damage
- Each Occurrence \$1,000,000 General Aggregate \$1,000,000

Client Shall Maintain:

1. Automobile liability insurance for collision, comprehensive, and bodily injury on all vehicles owned by the Client.
2. Client shall maintain insurance on all property owned by the Client, including without limitation, Client owned water and wastewater facilities, buildings, lift stations, tanks etc.



Building communities. | Impacting lives.

APPENDIX B
Blue Granite Water Company
PROJECT OVERVIEW

The Blue Granite Water Company's Midlands Region water and wastewater systems consist of 63 water wells and 570,473 LF of water lines that serve 7,088 water customers; and 115,500 LF of force mains, three (3) wastewater treatment plants, 49 lift stations, and 777,660 LF of gravity sewer lines that serve 6,008 sewer customers.

Facility Listing

Water	# of Wells	Sewer
Blueridge	1	
Calvin Acres	1	
Heatherwood	1	
Emma Terrace	1	
Falcon Ranches	2	
Hidden Valley	2	
Hunters Glenn	1 (Drilling additional well)	
Lexington Farms	2	
Tonya Terrace	3	
Windy Hill	2	
Dutchman Acres	2	
Cedarwood	2	
Charleswood	1	
Glenn Village	1	
	Total: 22	

Stonebridge	1	
Glenn Village	0	WWTP & 3 LS
Glenn Village	1	
Sandy Oaks	2	
Charwood	2	
Bellemead	2	
Sangaree	1	
Cambridge Hills	1	
	Total: 10	Total: 1 WWTP & LS 3

Charleswood	2/ Bulk	
Farrowood	Bulk	
Harmon Hills	2	
Oakridge Hunt Club	2	



Washington Heights	2/ Bulk	
Roosevelt Gardens		WWTP
Springfield Acres	2	
	Total: 10 Wells/3 Bulk	Total: 1 WWTP

Grand Total	42 Wells and 3 bulk	2 WWTP/3 LS
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Water	# of Wells	Sewer
Arrow Shores	1	
Lakewood Estates	1	
Dutchman Shores	Bulk	
Estates @ Hilton	1	
Forty Love/ Indian Fork	Bulk	
Forty Love/ Indian Fork		4 LS
Milmont Shores	2	
Smallwoods	2	WWTP/ 5 LS
Indian Cove	1/ Bulk	
Hilton Place	1	
Murray Lodge	2	

Total: 11 wells 3 Bulk 1 WWTP/9 LS

Silver Creek	Bulk	
Westside Terrace	Bulk	
Lake Village	3	
Murray Park	2	
Fox Trail	2	
Lexington Town Estates	3	
Hermitage	1	
Creekwood	4	
Tanglewood	1	

Total: 16 Wells/2 Bulk

Friarsgate		15 LS
Salem Church Road		1 Lift
Shadowood Cove		1 Lift
North Lake Shore		1 Lift
Ballentine Cove		1 Lift
Raintree/ Dutch Village	Bulk	
Stonegate	Bulk	Bulk

Total: 2 Bulk Total Lifts: 19

Idlewood	Bulk	
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Indian Pines	Bulk	
Parkwood	Bulk	
Brighton Forest	Bulk	
Oak Grove Estates	Bulk	
Peachtree	Bulk	
Springhill/ Oakcrest	Bulk	
Laurel Meadows	Bulk	
Sycamore Acres	Bulk	
Golden Pond	Bulk	
Planters Station	Bulk	
Hidden Valley/ MSMHP	Bulk	
Grayland Forest/Woodcastle	Bulk	
Springlake/Dutchwood	Bulk	
Vanarsdale	Bulk	

15 Bulk Meters

Robert Nichols with Clearwater (A Water, B Wastewater)		
Lands End/Watergate	Bulk	WWTP
Mallard Cove	1 Well	Sewer Collection System
Harborside	Bulk	1 Lift/Watergate
Sea Cove	Bulk	1 Lift/Watergate
Spence's Point	Bulk	1 Lift/Watergate
The Landings	Bulk	2 Lift/siphon/Watergate
Govenors Grant	N/A	3 Lifts/Watergate
Windward Pointe	Bulk	1 Lift/Watergate
Kingston Harbour	N/A	4 Lifts/Bulk Sewer Meter
Crosslake	N/A	1 Lift/Watergate
Secret Cove	N/A	2 Lifts/Watergate
Rollingwood	Bulk	2 Lifts/Watergate
Total: 1 Well/7 Bulk		Total: 1 WWTP/18 LS
Total Systems	28 Total Wells 30 Bulk	2 WWTP/ 46 LS



APPENDIX C DEFINITIONS

1. **“Annual Fee”** means a predetermined, fixed sum for Service Provider’s services. The Annual Fee includes Cost and profit.
2. **“Capital Expenditures”** means any expenditures for (1) the purchase of new equipment or facility items that cost more than Five Hundred Dollars (\$500); or (2) major repairs which significantly extend equipment or facility service life and cost more than Five Hundred Dollars (\$500) or (3) expenditures that are planned, non-routine and budgeted by Board. Capital Expenditures less than \$500 shall be paid by the Service Provider and charged to the Maintenance and Repair Limit account.
3. **“Direct Cost”** means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for project management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, cell phone, postage, trash hauling, tools, memberships and training supplies.
4. **“Maintenance”** means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by Service Provider to maximize the service life of the equipment, vehicles and facilities.
5. **“Repair and Maintenance Limit”** means the total Repair and Maintenance expenditures that Service Provider has specified in Article IV - Compensation. Such expenditures exclude any labor costs for Service Provider’s staff assigned to the Project and Service Provider specialized maintenance personnel, not assigned at the Project, who provide such specialized services such as, but not limited to, vibration, thermo graphic and electrical analyses, instrumentation maintenance and repair will be charged to the Maintenance and Repair Limit.
6. The **“Project”** means all equipment, vehicles, grounds, rights of way, sewers and facilities, where appropriate, the management, operations and maintenance of such.
7. **“Repairs”** means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, sewer, or facilities or some component thereof.
8. **“Unforeseen Circumstances”** shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes and justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, state or federal administrative agency, court or governmental body, and (iii) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.



**APPENDIX D
CLIENT VEHICLE LIST**

Unit #	Year	Make	Model	Odometer	VIN
691	2006	Sterling	Acterra -Vac	38,937	[REDACTED]
761	2007	International	770-6x4 -Pump	149,115	[REDACTED]
1221	2012	GMC	Sierra	136,415	[REDACTED]
1225	2012	Chevrolet	Silverado	138,941	[REDACTED]
1323	2013	Chevrolet	Silverado	123,779	[REDACTED]
1447	2014	Chevrolet	Silverado	91,771	[REDACTED]
1448	2014	Chevrolet	Silverado	208,654	[REDACTED]
1554	2015	Chevrolet	Silverado	90,524	[REDACTED]
1556	2015	Chevrolet	Silverado	79,657	[REDACTED]
1622	2016	Chevrolet	Silverado	95,772	[REDACTED]
1626	2016	Chevrolet	Silverado	45,829	[REDACTED]
1706	2017	Chevrolet	Silverado	112,515	[REDACTED]
1817	2018	Chevrolet	Silverado	62,410	[REDACTED]
1827	2018	Chevrolet	Silverado	68,335	[REDACTED]
1828	2018	Chevrolet	Silverado	41,312	[REDACTED]



APPENDIX E

CLEARWATER SOLUTIONS RATE SCHEDULE

	Hourly Rate
Project Manager	██████████
Assistant Project Manager	██████████
Administrative Assistant	██████████
Safety Coordinator	██████████
Engineer	██████████
Grade III & IV Water/Wastewater Operator	██████████
Grade I & II Water/Wastewater Operator	██████████
Operator Helper	██████████
Maintenance Technician I	██████████
Maintenance Technician II	██████████
Truck Driver	██████████
Equipment Operator	██████████